

REGULAR MEETING OF THE CITY COUNCIL:

Austin, Texas, August 7, 1942.

The City Council convened in regular session, at the regular meeting place in the Council Chamber at the Municipal Building, on Friday, August 7, 1942, at 10:50 A. M., with Mayor Tom Miller presiding; the meeting having been held on this day, instead of the regular meeting day, at the request of the Mayor. Roll call showed the following members present: Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf; absent, none.

There were present also: Acting City Manager Seaholm, City Attorney O'Quinn, City Engineer Motheral, and Chief of Police Thorp.

The Minutes of the regular meeting of July 30, 1942, were read, and upon motion of Councilman Alford, were adopted as read by the following vote: ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf; nays, none.

A committee from the 20-30 Club came before the Council and asked for the privilege of erecting shelter houses on City property for the accommodation of hitch-hiking soldiers, such roadside stations to be equipped and supervised by said Club. Mayor Miller moved that the request be granted, and that the Acting City Manager and the City Engineer be instructed to confer with the Committee regarding locations. The motion prevailed by the following vote: ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf; nays, none.

Councilman Alford offered the following resolution:

WHEREAS, the City of Austin has heretofore constructed a transmission line between the Austin Dam and the Marshall Ford Dam, for the purpose of furnishing temporary power and electric current to contractors and other consumers at the Marshall Ford Dam during the period of construction of said Marshall Ford Dam, which transmission line did not become and has never been a part of the light system of the City of Austin; and

WHEREAS, the period of construction of the Marshall Ford Dam has now come to an end and the purposes for which said transmission line were constructed have been completely served and terminated, and said line is of no further value or use to the City of Austin, in so far as the transmission and distribution of electric power and energy are concerned, and said line is neither necessary nor incident to the operation of the water and light system, or either of them, of the City of Austin, nor is said line necessary or incident to the operation of the dam across the Colorado River, owned by the City of Austin; and

WHEREAS, at the time of the construction of said line it was understood that same formed no part of the light system of the City of Austin, and that the City would have no use therefor upon termination of construction work at Marshall Ford Dam, and that it would then have no value to the City except salvage value, and the City therefore contracted to reconstruct said line in accordance with plans furnished by the Lower Colorado River Authority and contracted to transfer such line to the said Authority upon termination of the construction work at Marshall Ford Dam; and

WHEREAS, the City of Austin did enter into said contract to transfer said line with the Lower Colorado River Authority, which contract is dated the 10th day of October, 1939, and which contract provided, among other things, that upon completion of the Marshall Ford Dam or termination of construction work thereon, the City of Austin would convey to the Lower Colorado River Authority that certain transmission line, more particularly described in copy of the proposed form of conveyance which is hereinafter set out in full, the City to convey said line, together with all easements, licenses, leases, contracts and appurtenances necessary for the construction, maintenance and operation thereof, by a good and sufficient conveyance, conveying good and merchantable title thereto, free and clear of all liens and encumbrances, for a consideration of \$41,048.84, plus the actual

cost to the City of the enlargement and reconstruction of said line, as provided for in the contract of October 10, 1939, (the City in such contract agreed to enlarge and reconstruct such line, in accordance with the plans and specifications of the Lower Colorado River Authority and did so at a cost to the City of \$6,034.67); and

WHEREAS, said Marshall Ford Dam has been completed and construction work has been terminated thereon, and the Lower Colorado River Authority has notified the City of Austin, in writing, that the Authority is now ready to purchase such transmission line, in accordance with the contract of October 10, 1939, and the City of Austin has no further use for said line and if it does not convey the same to the Authority, the only profits it could realize from said line would be the salvage value thereof; which would be less than the amount to be paid by the Authority to the City under the terms of the contract of October 10, 1939; and said line, as stated above, has never been a part of the light system of the City of Austin and is neither necessary nor incident to the operation by the City of Austin of the water and light system of the City of Austin, the dam across the Colorado River owned by the City, or any property now owned or used or which may hereafter be owned or used as a part of said system, and it is the opinion of the City Council of the City of Austin that it would be to the best interests of the City to convey such line to the Lower Colorado River Authority; and

WHEREAS, there has been presented to this meeting a proposed form of conveyance, whereby said transmission line, together with all easements, licenses, leases, contracts and appurtenances relating thereto, will be conveyed by the City to the Lower Colorado River Authority, and such form of conveyance has been found satisfactory by the City Council; Now, Therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

1. That the transmission line, together with the easements, licenses, leases, contracts and appurtenances relating thereto, all more particularly described in the form of conveyance attached hereto, marked Exhibit A, and incorporated herein by reference, is hereby declared by the City Council of the City of Austin to be neither necessary nor incident to the operation of the water and light system of the City of Austin, the dam across the Colorado River owned by the City, or any property now owned or used, or which may hereafter be owned or used as a part of said system; and it is hereby declared that said line has never been and is not now a part of the light system of the City of Austin;
2. That said property so described in Exhibit A was acquired by the City for temporary purposes only, being to serve temporary electric power and energy during the construction period at Marshall Ford Dam, and that such temporary use has now been fully served and the construction period at the Marshall Ford Dam has now terminated and the City has no further use for said facilities and property;
3. That unless such property, as described in Exhibit A, is conveyed to the Lower Colorado River Authority it will be necessary that the City of Austin abandon said property and realize therefrom only the salvage value thereof, which is much less than the amount the Authority agreed to pay the City for said property under the terms of the contract between the Authority and the City, dated October 10, 1939, and that for the reasons set out hereinabove the City of Austin entered into said contract of October 10, 1939, with said Authority;
4. Because of the facts set out hereinabove, it is to the best interests of the City of Austin that the property described in Exhibit A, attached hereto, be conveyed to the Lower Colorado River Authority for a consideration of \$47,083.51 cash, to be paid by the Authority upon the execution and delivery of a conveyance similar to Exhibit A attached hereto, and the form of conveyance attached hereto and marked Exhibit A is hereby in all things approved by the City Council of the City of Austin, and the City Manager, or in his absence the Acting City Manager, of the City of Austin is hereby authorized and directed to execute, for and on behalf of the City of Austin, a conveyance to the Lower Colorado River Authority similar to Exhibit A attached hereto, and the City Clerk is hereby

IN TESTIMONY WHEREOF, Grantor has caused these presents to be executed by the Acting City Manager, acting by and with the authority of the City Council of the City of Austin, and attested under its seal by the City Clerk, this the ____ day of August, 1942.

CITY OF AUSTIN

By _____
Acting City Manager

Attest:

City Clerk

THE STATE OF TEXAS :

COUNTY OF TRAVIS :

BEFORE ME, the undersigned authority, on this day personally appeared Walter E. Seaholm, Acting City Manager of the City of Austin, Texas, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of the City of Austin and as Acting City Manager thereof, for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, on this the ____ day of August, 1942.

Notary Public in and for
Travis County, T e x a s .

Upon motion of Councilman Alford, the foregoing resolution was adopted by the following vote: ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf; nays, none.

Councilman Bartholomew offered the following resolution:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

That the City Manager, or in his absence the Acting City Manager, be and he is hereby authorized and directed to enter into a contract in behalf of the City of Austin with the United States Government for the sale of electric light and power by the City of Austin to the United States Government at the Air Corps Unit now under construction in the Del Valle Area, all substantially in accordance with the terms and provisions of U. S. Standard Form 33 (revised) and War Department QMC Form No. 312 as exhibited to the City Council by the Acting City Manager.

Upon motion of Councilman Bartholomew, the foregoing resolution was adopted by the following vote: ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilmen Wolf; nays, none.

Councilmen Alford offered the following resolution:

WHEREAS, Texas Public Service Company has presented to the City Council tentative maps or plans showing the proposed construction of its gas mains in the streets in the City of Austin hereafter named, and said maps or plans have been considered by the City Council; therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

THAT Texas Public Service Company be and the same is hereby permitted to lay and construct its gas mains in and upon the following streets:

A gas main in EAST 21ST STREET from 5 feet west of the east property line of Concho Street east 70 feet, the centerline of which gas main shall be 15 feet south of and parallel to the north property line of said East 21st Street.

Said gas main described above shall have a covering of not less than 2½ feet.

The Texas Public Service Company is hereby put upon notice that the City of Austin does not guarantee that the space assigned above is clear from other underground utilities, but is based upon the

best records or have at hand, and that the minimum depth stated does not have any reference to the fact that greater depths may not be required at special points. When the Texas Public Service Company requires definite information upon the ground as to elevations or working points from which to base the location of their assignments, they shall apply to the City Engineering Department not less than three (3) days before such information is required. The Texas Public Service Company is further put upon notice that they will be required to bear the expense of repairs or replacement of any underground utility damaged during the construction of lines named in this resolution.

AND THAT whenever pavement is cut in the vicinity of a fire plug, water must be used at intervals during the course of backfilling of the ditches.

THAT the work and laying of said gas mains, including the excavation in the streets and the restoration and maintenance of said streets after said mains have been laid, shall be under the supervision and direction of the City Manager, and under all the pertinent terms and conditions of the certain franchise granted to said Company by the City of Austin.

Upon motion of Councilman Alford, the foregoing resolution was adopted by the following vote: ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf; nays, none.

It was moved by Councilman Wolf, seconded by Councilman Alford, that the application of Herman Owens, 300 Congress Avenue, for a license to operate a taxicab be granted, in accordance with the recommendation of the Acting City Manager. The motion prevailed by the following vote: ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf; nays, none.

It was moved by Councilman Wolf, seconded by Councilman Alford, that the application of A. L. Jackson, 300 Congress Avenue, for a license to operate a taxicab be granted, in accordance with the recommendation of the Acting City Manager. The motion prevailed by the following vote: ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf; nays, none.

It was moved by Councilman Bartholomew that the following applications for licenses to operate private boats be granted, subject to the approval of the Lake Austin Navigation Board:

<u>Name and Address of Applicant</u>	<u>Description of Boat</u>
Kreuz, Leonard - 2908 1/2 San Gabriel Street	Home-made, Kayak (paddle boat) 1942 Model, "Dot", 1-passenger
Morse, Fred C. - 905 Congress Avenue	Wolverine Wagemaker, Outboard, 1940 Model, Evenrude, 4-passenger
McAdams, John Q.-	Wolverine Wagemaker, Outboard, 1940 Model, Johnson, 5-passenger
Wieboldt, Warner A.-133 E. Elm View Place, San Antonio, Texas	Century, Utility, Inboard, 1941 Model, Gray, 6-passenger

The motion prevailed by the following vote: ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf; nays, none.

It was moved by Councilman Bartholomew, seconded by Councilman Wolf, that the Acting City Manager, in accordance with his recommendation, be authorized and directed to take up and pay off the unpaid balance of \$13,000 on note executed April 6, 1940, by City of Austin to County of Travis for water line extension to City-County Tuberculosis Sanatorium, the County Commissioners Court having waived the notice requirement and agreed to payment of the note now. The motion prevailed by the following vote: ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf; nays, none.

Mr. M. H. Crockett came before the Council and renewed his request for removal of the traffic island in front of his filling station at the intersection of Lamar Boulevard and Barton Springs Road. After considerable discussion, the matter was taken under advisement pending an inspection on the ground.

Mr. Theo. P. Meyer came before the Council and submitted an offer for the purchase of 200 feet fronting on Lamar Boulevard, bounded on the south by Butler Street, on the west by Jessie Street, and extending back for a depth of 340 feet. It was the sense of the meeting that action on the matter be deferred, pending the receipt of any other bids that may be submitted, and that the Council make an inspection of the site following adjournment.

Mrs. Rosa K. Allday and Mrs. Elmo K. Kavanaugh came before the Council and submitted a protest, orally and in writing, alleging failure on the part of the City to make the proper fill on the latter's property abutting Shoal Creek at Lamar Boulevard, in accordance with a written agreement heretofore entered into. The matter was taken under advisement for an inspection of the premises following adjournment.

Councilman Alford offered the following resolution:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

THAT the City Manager, or in his absence, the Acting City Manager, be, and he is hereby, authorized and directed in behalf of the City of Austin to enter into a contract with the United States of America for the lease by the City of Austin to the Federal Government of a portion of the administration building at the Municipal Airport to be used by the Civil Aeronautics Administration of the Department of Commerce, said lease contract to be substantially in accordance with the terms and provisions of the form or draft of the lease attached to this resolution and made a part hereof for all purposes.

The City Manager, or the Acting City Manager, as the case may be, is further hereby authorized and directed to detach the said copy of the lease contract in order that it may be transmitted to the United States Government for execution, together with other required copies of said lease, after which at least one copy of the lease shall be again attached to this resolution and made a part hereof.

(Form of Lease attached)

LEASE
Between

and
THE UNITED STATES OF AMERICA

1. THIS LEASE, made and entered into this _____ day of _____, in the year one thousand nine hundred and forty-two by and between City of Austin, whose address is Municipal Airport, Austin, Texas, for its heirs, executors, administrators, successors, and assigns, hereinafter called the Lessor, and THE UNITED STATES OF AMERICA, hereinafter called the Government;

WITNESSETH: The parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

2. The Lessor hereby leases to the Government the following described premises, viz:

Two rooms, one room 13 feet 10 inches by 12 feet and the other room 9 feet by 3 feet, and adjoining storage space 9 feet 6 inches by 5 feet 6 inches, equivalent to total of 362 square feet of floor space, said rooms located in the North end of the Administration Building at the Municipal Airport, Austin, Travis County, Texas,

to be used exclusively for the following purposes (See instruction No. 3) : Remote control quarters, Airway Communication Station, Department of Commerce, Civil Aeronautics Administration, Austin, Texas.

3. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning July 1, 1942, and ending with June 30, 1943.

4. The Government shall not assign this lease in any event, and shall not sublet the demised premises except to a desirable tenant, and for a similar purpose, and will not permit the use of said premises by anyone other than the Government, such sublessee, and the agents and servants of the Government, or of such sublessee; provided further the premises shall not be sublet except upon the written consent of the lessor.

5. This lease may, at the option of the Government, be renewed from year to year at a rental of One and no/100 Dollars (\$1.00) per annum and otherwise upon the terms and conditions herein specified, provided notice be given in writing to the Lessor at least 30 days before this lease or any renewal thereof would otherwise expire; Provided that no renewal thereof shall extend the period of occupancy of the premises beyond the 30th day of June, 1952.

6. The Lessor shall furnish to the Government, during the occupancy of said premises, under the terms of this lease, as part of the rental consideration, the following:

Heat, janitor service, water, and toilet facilities. The Government shall also have the right and privilege, upon written consent of the lessor, to erect and maintain antenna wires and associated equipment on top of the Administration Building, or such other location on airport property as may be deemed necessary, together with the right to install necessary cable from such installation to the Airway Communication Station.

7. The Government shall pay the Lessor for the premises rent at the following rate: One Thousand and no/100 Dollars (\$1,000.00) for the period July 1, 1942, to June 30, 1943; One and no/100 Dollars (\$1.00) per annum thereafter. Payment shall be made at the end of each Government fiscal year (June 30th).

8. The Government shall not have the right, during the existence of this lease, except upon written consent of the lessor, to make alterations, attach fixtures, and erect additions, structures, or signs, in or upon the premises hereby leased (provided such alterations, additions, structures, or signs shall not be detrimental to or inconsistent with the rights granted to other tenants on the property or in the building in which said premises are located); which fixtures, additions, or structures so placed in or upon or attached to the said premises shall be and remain the property of the Government and may be removed therefrom by the Government prior to the termination of this lease, and the Government, if required by the Lessor, shall, before the expiration of this lease or renewal thereof, restore the premises to the same condition as that existing at the time of entering upon the same under this lease, reasonable and ordinary wear and tear and damages by the elements or by circumstances over which the Government has no control, excepted: Provided, however, that if the Lessor requires such restoration, the Lessor shall give written notice thereof to the Government Thirty days before the termination of the lease.

9. The Lessor shall, unless herein specified to the contrary, maintain the said premises in good repair and tenantable condition during the continuance of this lease, except in case of damages arising from the act or the negligence of the Government's agents or employees. For the purpose of so maintaining the premises, the Lessor reserves the right at reasonable times to enter and inspect the premises and to make any necessary repairs thereto.

10. If the said premises be destroyed by fire or other casualty this lease shall immediately terminate. In case of partial destruction or damage, so as to render the premises untenable, either party may terminate the lease by giving written notice to the other within fifteen days thereafter, and if so terminated no rent shall accrue to the Lessor after such partial destruction or damage.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

12. Addition to Paragraph 4 and changes in Paragraph 8 were inserted herein prior to signatures of any of the parties to this lease.

13. This lease may be terminated by either party hereto at any time after June 30, 1946, by giving thirty (30) days notice in writing to the other party of such intention to terminate.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

CITY OF AUSTIN

By _____
Lessor

Title _____

ATTEST:

City Clerk

(Address)

UNITED STATES OF AMERICA

By _____

(Official Title)

(If Lessor in a corporation, the following certificate shall be executed by the secretary or assistant secretary)

I, _____, certify that I am the _____ Secretary of the corporation named as Lessor in the attached lease; that _____, who signed said lease on behalf of the Lessor, was then _____ of said corporation; that said lease was duly signed for and in behalf of said corporation by authority of its governing body, and is within the scope of its corporate powers.

(Corporate)
(Seal)

Upon motion of Councilman Alford, the foregoing resolution was adopted by the following vote: ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf; nays, none.

The following resolution was submitted:

WHEREAS, City of Austin Taxes were assessed in the name of Viola Sneed for the years 1928 through 1941 on the west 50' x 147' of Lot F, Block 13, and Block 14, Outlot 57, Division "B", unplatted, in the City of Austin, Travis County, Texas, said taxes being for the sum of \$416.47; and for non-payment of same at maturity, penalty in the sum of \$20.82 has been assessed, and interest in the sum of \$172.81 has accrued, making the total amount of taxes, penalty and interest the sum of \$610.10; and

WHEREAS, the City Council of the City of Austin deems it just and equitable to remit said penalty in the sum of \$20.82 and one-half of the interest in the sum of \$86.40; therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

THAT the aforesaid penalty in the sum of \$20.82 and one-half of the interest in the sum of \$86.40 are hereby remitted, and the Tax Assessor and Collector of the City of Austin is authorized and directed to charge said penalty in the sum of \$20.82 and one-half of the interest in the sum of \$86.40 off his rolls, and to issue to the party entitled to receive same a receipt in full upon the payment of said taxes and one-half of the interest, as aforesaid.

The foregoing resolution was adopted by the following vote: ayes, Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf; nays, none.

The following resolution was submitted:

WHEREAS, it has been determined that the assessment for taxes against Lot 1, Block 8, Outlot 44, Division "B", Gammel & Taylor Subdivision, in the name of Mrs. S. M. Nicholson, for the years 1927 through 1941, is excessive; and that the same should now be corrected for said years; therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF AUSTIN:

THAT the assessment for taxes on said property for the years 1927 through 1941 be, and the same is hereby, reduced and corrected from the original assessed value of \$1005.00 to the revised assessed value of \$430.00, and that the City Assessor and Collector of Taxes is authorized and directed to make such change on the tax rolls; and

BE IT FURTHER RESOLVED:

THAT the City Council, after hearing the matter and duly considering same, deems it just and equitable to remit all penalty on said property and improvements for said years, and one-half of the interest on said taxes, the taxes on said property and improvements amounting to \$478.98, the penalty being in the sum of \$23.94, and the interest amounting to \$214.84, one-half of which is remitted, being \$107.42; therefore the said penalty and one-half of the interest, as aforesaid, are hereby remitted and the Tax Assessor and Collector of the City of Austin is authorized and directed to charge same off his rolls, and to issue to the party entitled to receive same a receipt in full, on the payment of said taxes and one-half of the interest.

The foregoing resolution was adopted by the following vote: "ayes," Councilmen Alford, Bartholomew, Gillis, Mayor Miller, and Councilman Wolf; "nays," none.

Upon motion, seconded and carried, the meeting was recessed at 12:15 P. M., subject to call of the Mayor.

ATTEST:

Hallie M. Keller
CITY CLERK

APPROVED: *Tom Miller*
MAYOR